defects of the premises. *Lunt* v. *Post Publishing Co.*, 48 Colo. 316, 110 Pac. 203; *Beehler* v. *Daniels*, 18 R. I. 563, 29 Atl. 6. Since the fireman's paramount duty to the public commands him to enter and the occupier may not prohibit him, the license is said to be by operation of law. See *Woodruff* v. *Bowen*, 136 Ind. 431, 34 N. E. 1113. In two states public officers have been given rights of business guests on the theory of implied invitation, though permission is immaterial to the right to enter. *Learoyd* v. *Godfrey*, 138 Mass. 315; *Anderson & Nelson Distilling Co.* v. *Hair*, 103 Ky. 196, 44 S. W. 658. In the principal case the same result is reached by placing firemen in a special category and investing them with the rights of invitees. The soundness of this result is doubtful, for in effect it compels occupiers to keep premises safe for invitees at all times on the chance that public officers will be required to enter. Since firemen are injured in the public service, they should be compensated by the public, as for example, by a pension fund.

EASEMENTS — EXTINGUISHMENT OF EASEMENTS — APPURTENANT EASEMENT GIVING ACCESS TO HIGHWAY NOT EXTINGUISHED BY ACQUISITION OF A MEANS OF EGRESS TO HIGHWAY. — A grantor sold to the plaintiff a lot from which the only access to the public road was a private way over a lot which the grantor retained. The grantor subsequently sold the latter lot to the defendant. Later, the plaintiff acquired land giving him another outlet to the highway. The defendant thereon obstructed the private way and the plaintiff sued to have an easement declared in his favor. *Held*, that the plaintiff had an easement. *Wilson* v. *Glascock*, 126 N. E. 231 (Ind.).

A way of necessity ends with the necessity. *Bauman* v. *Wagner*, 130 N. Y. Supp. 1016. See *Hart* v. *Deering*, 222 Mass. 407, 111 N. E. 37. On the other hand, it is generally held that an easement by express grant does not end with the necessity. *Atlania Mills* v. *Mason*, 120 Mass. 244. An easement acquired because it is appurtenant, being open, apparent, and continuous, is based on the implied intent of the grantor. As the easement is based on a fiction, its limits should be narrowly construed. The weight of authority in America holds that such easement must be reasonably necessary to the beneficial enjoyment of the grantee's estate. *Johnson* v. *Knapp*, 146 Mass. 70, 15 N. E. 134; *Spencer* v. *Kilmer*, 151 N. Y. 390, 47 N. E. 1111. See 1 TIFFANY, REAL PROPERTY, § 317. The principal case suggests that the later acquisition of other modes of egress will never terminate the easement. *Mosher* v. *Hibbs*, 24 Ohio Cir. Ct. Rep. 375, *accord*. This goes too far. Limiting the easement narrowly, it should be held that it ceases when its reason, which is reasonable necessity, ceases.

EVIDENCE — DECLARATION CONCERNING INTENTION, FEELINGS, OR BODILY CONDITION — STATEMENT TO ONE NOT A PHYSICIAN. — The plaintiff sought to prove his injuries received while a passenger in the defendant's automobile. His statements to his wife and mother, made during his resultant incapacitation, with regard to existing pain, were admitted in evidence. *Held*, that the testimony was properly admitted. *Williams* v. *A. R. G. Bus Co.*, 190 Pac. 1036 (Cal.).

Under an exception to the Hearsay Rule, a third party overhearing groans or cries uttered by one in pain, may testify to such "verbal acts." *Hagenlocher* v. *Brooklyn R. R.*, 99 N. Y. 136, 1 N. E. 536. See *Wilkins* v. *Mayor of Wilmington*, 2 Marv. (Del.) 132, 133, 42 Atl. 418, 419. In most jurisdictions spontaneous exclamations of existing suffering, to whomsoever made, are also admissible. *Baltimore & Ohio Ry. Co.* v. *Rambo*, 59 Fed. 75; *Mississippi Central Ry. Co.* v. *Turnage*, 95 Miss. 854, 49 So. 840; *Cashin* v. *N. Y., N. H., & H. R. R. Co.*, 185 Mass. 543, 70 N. E. 930. If made to a physician, they have greater weight. See *Northern Pacific Ry. Co.* v. *Urlin*, 158 U. S. 271, 275;